



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#9 JUNE 15, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

June 15, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AGREEMENT FOR CONCESSIONS SERVICES AT THE JOHN ANSON FORD AMPHITHEATRE

SUBJECT

Agreement with Diamond and Elias Restaurants, Inc. to provide Concessions Services at the John Anson Ford Amphitheatre

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the chair to execute the concessions agreement with Diamond and Elias Restaurants, Inc., to provide food and beverage concessions at the John Anson Ford Amphitheatre through October 31, 2010 with an option to renew for five additional one-year terms.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Food and beverage concessions have become an increasingly popular and in demand portion of the Ford experience, with total concession sales last season reaching approximately \$120,000. Box dinners can be ordered in advance and picnic tables on the entryway plaza are often fully occupied well before performance times.

A specialized concessionaire is needed that can provide the quality menus the Ford's patrons expect and the flexibility to accommodate a venue with an irregular events schedule, no on-site kitchen and food preparation facilities, and a relatively low customer volume as compared to other facilities such as the Hollywood Bowl (which has almost fifteen times the audience capacity of the Ford).

To date, Diamond and Elias Restaurants, Inc., which currently operates The Vermont Restaurant in Los Angeles, has been an excellent match. For the past 12 years, Diamond and Elias Restaurants,

Inc. has worked well with the Ford's weekend-centered performance schedule. The restaurant has provided the full kitchen necessary for food preparation and is in close proximity to the venue, allowing for efficient food delivery and fast response to emergencies as they arise. The attached concession agreement has been executed by Diamond and Elias Restaurants, Inc. and County Counsel has approved the contract as to form.

Implementation of Strategic Plan Goals

The recommended action is consistent with the County Strategic Plan Goals of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). Approval will provide an efficient and cost effective solution to providing quality concessions services for the diverse patrons of the John Anson Ford Theatres, a County-operated performing arts facility.

FISCAL IMPACT/FINANCING

The County will receive fifteen percent (15%) of the gross receipts from the sale of all food and non-alcoholic beverage from general concessions and catered receptions, and will receive twenty percent (20%) from the sale of all alcoholic beverages from general concessions and catered receptions. This will generate estimated seasonal revenues of approximately \$25,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Diamond and Elias Restaurants, Inc. has been the on-site concessionaire at the John Anson Ford Theatres for the past 12 years. The year 2010 marks the third time that they have participated in an RFP selection process and been recommended as the selected proposer for these services.

The new contract contains the same basic provisions as in previous contracts with the following adjustments:

- Gross revenue percentages collected by the County will include not only sales from general concessions but also sales from private receptions catered by Diamond and Elias Restaurants, Inc. on the Ford Theatre grounds.
- Additional provisions will be instituted to enhance patron services, such as making a hot meal option available for patrons at regular intervals, offering a "Value Meal" on the pre-order menu available on the Ford Theatre's website, and offering low-priced catered menu options for private receptions to better accommodate a range of producer budgets.
- Concessionaire will provide healthy menu options for all events at the Ford Theatre, including Saturday morning performances for families.

CONTRACTING PROCESS

A detailed RFP was drafted and posted to the County's bid Web site. Research was done into businesses providing similar types of service at other venues in the area, as well as local restaurants and caterers, and follow-up calls were made to announce the RFP to such businesses. Ten (10) potential proposers attended an on-site walk-through of the Ford Theatre. Of the ten (10) potential proposers, two (2) proposals were submitted and Diamond and Elias Restaurants, Inc. was selected as the preferred concessionaire. The most recurrent and common reasons given for not submitting a

proposal were a) the small volume of business compared to other larger venues, b) the seasonal nature of the operation, and c) the lack of onsite kitchen facilities.

The Ford is a unique venue with specialized concession needs and requires a qualified food service provider who is willing and able to meet the physical and financial challenges inherent to the operation. Diamond and Elias Restaurants, Inc. provided a complete and competitive proposal and responded favorably to questions and issues raised during a subsequent interview process. Based on their prior history at the Ford, materials submitted as part of this RFP process, and responses to interview questions, management feels confident that this concessionaire will continue to be a good match for providing the desired services and recommends that Diamond and Elias Restaurants, Inc. be selected as the concessionaire for the Ford Theatres.

The Arts Commission has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendation and execution of the contract with Diamond and Elias Restaurants, Inc. will provide quality food and beverages services to the patrons of the John Anson Ford Theatres, enhancing the theater-going experience, and also provide producers at the Ford Theatres with high-quality and reasonably-priced catering services to meet their reception needs.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Laura Zucker", with a long horizontal flourish extending to the right.

LAURA ZUCKER
Executive Director

LZ

Enclosures

c: William T Fujioka, CEO
Russ Guiney, Director, Parks and Recreation
County Counsel

**CONCESSION AGREEMENT FOR THE
OPERATION OF CONCESSIONS AT THE
JOHN ANSON FORD AMPHITHEATRE**

This Agreement, including all Exhibits and Attachments, is entered into between the County of Los Angeles ("County"), a body corporate and politic, and Diamond and Elias Restaurants, Inc. ("Concessionaire"). This agreement, and all associated Exhibits incorporated hereto (Exhibit A—Standard Terms, Exhibit B—Additional Operating and Customer Service Provisions, Exhibit C—Ford Theatre Concessions Policies, Exhibit D—Menu), shall take effect on the later of the two parties' acceptance dates as signed by an authorized officer of Concessionaire and by the Chair of the Los Angeles County Board of Supervisors.

RECITALS

WHEREAS, Los Angeles County Arts Commission ("Arts Commission") operates the John Anson Ford Amphitheatre ("Ford Theatre"), a regional park of the County; and,

WHEREAS, concession services for food and beverage are an important and crucial component of the Ford Theatre's operations; and,

WHEREAS, Concessionaire is willing and able to provide such services in accordance with the terms and conditions prescribed hereinafter;

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual promises, covenants and conditions set forth herein, the parties do hereby agree as follows:

Section 1. Concession Operations Granted. (a) Concessionaire is hereby authorized and required to sell food and beverages, including alcoholic beverages, from the Ford Theatre concession locations.

(b) The privilege granted herein is exclusive only as to:

(1) The Concession Premises as defined in **Section 2 (a)** hereinafter, and

(2) The sale of food and beverages to the general public attending performances at the Ford Theatre.

(c) The County retains the right to authorize a third party caterer to provide food and beverage services to the Ford Theatre user-groups having parties, receptions, and similar special events at the Ford Theatre; and to artists performing at the Ford Theatre. With respect to these events, the County grants to Concessionaire a right of first refusal to provide such catering services, unless a buyout fee is paid by the user-group hosting the party, reception, or similar special event in which case a third party caterer will be authorized to provide food and beverage services.

(d) Concessionaire shall provide a thirty percent (30%) discount on food and fifty (50%) discount on non-alcoholic beverages to staff members working at the Ford Theatre provided that such staff members are not County employees.

(e) Concessionaire staff will not be charged any fees for parking at the Ford Theatre.

(f) Concessionaire shall maintain all permits and licenses required to sell beer and wine.

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Concessionaire shall be responsible for cost of said permits and licenses and associated renewal fees. Concessionaire shall make a good faith effort to additionally obtain a full liquor license at the John Anson Ford Theatres site.

Section 2. Concession Premises. (a) The concession shall be conducted from the following Ford Theatre locations (“Concession Premises”):

- (1) In the upper (3rd) level concession building (“Upper Concessions Area”);
- (2) In the mid (and) level bar area (“Bar Concessions Area”); and/or
- (3) From portable carts or tables—subject to the prior approval of the Los Angeles County Department of Public Health—situated in areas pre-approved by the Managing Director of the John Anson Ford Theatre (“Managing Director”), at least one of which shall be located on the upper plaza (Edison Plaza) of the theater’s entryway.

(b) The Concession Premises shall be used only and exclusively for concession purposes and such other purposes as are related thereto provided written approval therefore is granted by the Managing Director and for no other purposes whatsoever.

(c) Concessionaire acknowledges personal inspection of the Concession Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the concession. Concessionaire accepts the Concession Premises in their physical condition, and agrees to make no demands upon County for any improvements or alteration thereof.

(d) Concessionaire may make or construct or cause to be made or constructed additions, alterations, repairs or changes in the Concession Premises at Concessionaire's expense, provided: written approval thereof is first obtained from the Managing Director which approval shall not be unreasonably withheld; permits are obtained as required; and there is compliance with such terms and conditions relating thereto, as may be reasonably imposed thereon by the Managing Director.

(e) Concessionaire hereby acknowledges the title of County, and/or any other public agencies having jurisdiction thereover, in and to the Concession Premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.

(f) Ownership of all structures, buildings or improvements constructed by Concessionaire upon the Concession Premises and all alterations, additions or betterments thereto, shall be Concessionaire's until termination of this Agreement. Upon termination hereof, whether by expiration of the term, cancellation, forfeiture or otherwise, ownership thereto shall vest in County, without compensation being paid therefore, and such structures, buildings and or improvements shall be surrendered with the Concession Premises, unless demand for the removal thereof shall be given by the Managing Director at least ninety (90) days prior to the date of termination. Should Concessionaire fail to remove said structures, buildings and improvements, same may be sold, removed or demolished, and Concessionaire shall reimburse County for any cost or expense in connection therewith in excess of any consideration received by County as a result of said sale, removal or demolition.

Section 3. Term. (a) The Initial Term of the concession operation shall commence upon approval of this Agreement by the Board of Supervisors (“Board”), and terminate at the close of business on October 31, 2010, or such later period required for filing or processing payments, reports, or other required documents as set forth herein. This Agreement shall automatically renew for up to five (5) additional one-year terms (“Option Term”) on condition that Concessionaire is not in default of the Agreement, unless written notice

of termination of the Agreement is issued to Concessionaire within 30 days of the date of termination of the Initial Term or any Option Term.

(b) In the event Concessionaire holds over beyond the term herein provided with the consent, express or implied of County, such holding shall be from month to month only, subject to the conditions of this Agreement; shall not be a renewal hereof, and shall be at the monthly compensation provided herein.

(c) In the event the Agreement automatically renews into an Option Term, the payment for said Option Term period shall not be less than the payment provided herein.

Section 4. Payment. (a) Concessionaire shall pay County, for the concession use granted herein, Fifteen percent (15%) of monthly gross receipts on all food and non-alcoholic beverage sales (including general concessions and catering sales) and Twenty percent (20%) of all beer, wine, and liquor sales (including general concessions and catering sales).

(b) When the Managing Director and Concessionaire find that a percentage of gross receipts is not suitable or applicable for a particular activity not otherwise provided for herein, the Managing Director and Concessionaire may agree to a minimum monthly amount and/or percentage rent as payment for the privilege of engaging therein. Said amount shall be set in writing by mutual consent of the Managing Director and Concessionaire and shall be reasonable in accordance with the revenue to be generated there from.

(c) Payment shall be made to the Arts Commission on or before the twenty-fifth (25th) day of the calendar month following each month of the term provided herein. Payment may be made by check or draft issued and payable to the Los Angeles County Arts Commission, and mailed or otherwise delivered to the Managing Director of the John Anson Ford Theatres, 2580 Cahuenga Blvd. East, Hollywood, CA 90068. In the event payment is not made on or before said date, a late charge of TWO PERCENT (2%) per month shall be added to the unpaid amount.

Section 5. Accounting Records. (a) Concessionaire shall be required to maintain a method of accounting which shall, to the satisfaction of the County's Auditor-Controller, correctly and accurately reflect the gross receipts of Concessionaire in connection with the concession. The method of accounting, including bank accounts, established for the concession shall be separate from the accounting system used for any other business operated by Concessionaire or for recording Concessionaire's personal financial affairs.

(b) All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customers receipt or certify the amount recorded in a sales slip. Said cash registers shall in all cases have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in either case, be reset, and in addition thereto, a tape located within the register on which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record.

(c) All documents, books and accounting records shall be open for inspection and re-inspection during business hours and upon reasonable notice at the Concessionaire's place of business during the term of this Agreement and for twelve (12) months thereafter. In addition, the County Auditor-Controller may from time to time conduct an audit and re-audit of the books and business maintained by Concessionaire. If the report of gross sales made by Concessionaire to the County Auditor-Controller should be found to be less than the amount of gross sales disclosed by such audit, Concessionaire shall pay the delinquent amount within thirty (30) days of billing therefore. If the additional amount due exceeds FIVE PERCENT (5%) of the total amount which should have been paid as determined by such review or audit and observation and there is no reasonable basis for the failure to report and pay thereon, Concessionaire shall also pay the cost

of the audit and the penalty heretofore provided for delinquent payments. To the extent permitted by law, all information obtained in connection with the County Auditor-Controller's inspection of records or audit shall be treated as confidential information and exempt from public disclosure thereof.

(d) Concessionaire shall furnish the Arts Commission with a monthly gross receipts report showing the amount payable to the County. Such a report shall accompany each monthly payment required to be made as provided herein. The monthly reporting period shall be by calendar month, rather than monthly anniversary date of the effective date of this Agreement.

Section 6. Operating Responsibilities. In addition to the operating and service provisions set forth in Exhibit B of the Contract, "Additional Operating and Customer Service Provisions," Concessionaire agrees to comply with the following: (a) **Compliance with Law.** Concessionaire shall conform to and abide by all municipal and County ordinances, and all State and federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required for the concession and/or any construction authorized herein, the same must be first obtained from the regulatory agency or agencies having jurisdiction over such area.

(b) **Compliance with Rules and Regulations.** Concessionaire shall conform to and abide by all rules and regulations of the County, including, but not be limited to those of the County Board of Supervisors, the County Arts Commission, County Department of Public Health, and the County Department of Parks and Recreation insofar as the same or any of them are applicable.

(c) **Disorderly Persons.** Concessionaire will make a reasonable effort not to allow any loud, boisterous or disorderly persons to loiter about the Concession Premises.

(d) **Illegal Activities.** Concessionaire shall not permit any illegal activities to be conducted upon the Concession Premises.

(e) **Signs.** Concessionaire shall not post signs or advertising matter upon the Concession Premises or improvements thereon, unless prior approval therefore is obtained from the Managing Director, which approval shall not be reasonably withheld.

(f) **Advertising and Promotional Materials.** Concessionaire shall not promulgate or cause distribution of any advertising, or promotional materials unless prior approval thereof is obtained from the Managing Director. Said approval shall not be unreasonably withheld or delayed and shall be deemed to be given if no objection is made within fifteen (15) days following the request for approval. Such materials include, but are not limited to, advertising in newspapers, magazines and trade journals, and radio and/or television commercials.

(g) **Credit in Promotional Material.** Concessionaire agrees that any advertising or promotional materials promulgated by Concessionaire which contain the name of the John Anson Ford Amphitheater, or any derivative thereof, shall also include the phrase "A Los Angeles County Regional Park Operated by the Los Angeles County Arts Commission" unless specifically approved otherwise by the Managing Director.

(h) **Non-Interference.** Concessionaire shall not interfere with the public use of the Ford Theatre.

(i) **Concessionaire's Staff and Employment Practices.** Concessionaire shall maintain an adequate and proper staff for its authorized operations. Concessionaire shall designate one member of its staff as a General Manager with whom County may deal on a daily basis. Any person selected by Concessionaire as the General Manager shall be skilled in the management of businesses similar to the concession operation and shall be subject to reasonable approval by the Managing Director. The General Manager shall devote substantial time and attentions to the operation authorized herein and render such services and convenience to the public as are required. The General Manager shall be fully acquainted with the concession operation,

familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof. Concessionaire shall also designate a member of its staff as the onsite Event Operations Manager responsible for supervising daily activity and acting as the key point person for interacting with County staff during events when the General Manager is not onsite.

(1) The Managing Director may at any time give Concessionaire written notice to the effect that the conduct or action of a designated employee of Concessionaire is, in the reasonable belief of the Managing Director, detrimental to the interest of the public patronizing the concession. Concessionaire shall meet with representatives of the Managing Director to consider the appropriate course of action with respect to such matter and Concessionaire shall take reasonable measures under the circumstances to assure the Managing Director that the conduct and activities of Concessionaire's employees will not be detrimental to the interest of the public patronizing the concession.

(2) Concessionaire warrants that it fully complies with all laws regarding employment of aliens, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Concessionaire shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Concessionaire shall retain such documentation for all covered employees for the period prescribed by law. Concessionaire shall indemnify, defend, and hold harmless the County, its officers and employees from employer sanctions and any other liability which may be assessed against Concessionaire or County or both in connection with any alleged violation of federal statutes or regulation pertaining to the eligibility for employment of persons performing services under this Agreement.

(3) Concessionaire shall comply with all applicable provisions of the federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the federal Fair Labor Standards Act, for work performed by the Concessionaire's employees for which the County may be found jointly or solely liable.

(4) Concessionaire shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Concessionaire.

(5) Concessionaire understands and agrees that all persons furnishing services on behalf of Concessionaire pursuant to this Agreement are, for purposes of Workers' Compensation Liability, employees solely of Concessionaire and not of the County. Concessionaire shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person that is an employee of the Concessionaire, for injuries arising from or connected with services on behalf of Concessionaire pursuant to this Agreement.

(6) Compliance with the County's Living Wage Program. This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract. Concessionaire warrants that it will adhere to all provisions set forth in Section § 900 of Exhibit A, to comply with the County's Living Wage Program.

(j) **Days and Hours of Operation.** Concessionaire shall keep the concession open for business each day of a scheduled event at the Ford Theater. The minimum hours of operation shall be from two (2) hours prior to the starting time of each evening event and from one (1) hour prior to the start time of each Saturday morning family event and until the end of family events and through the intermission of evening events. Any changes in the days and hours for operation heretofore prescribed, including staggered openings and closings of the different locations of the Concession Premises, shall be subject to approval by the Managing Director, not to be unreasonably withheld.

(k) **Prices.** Concessionaire shall at all times maintain a complete list or schedule of the prices charged for all goods and/or services, or combinations thereof, supplied to the public based on the following considerations: intent of concessions to serve the needs of the public for the goods and/or services supplied at a fair and reasonable cost; comparability of prices with those charged for similar goods and/or services at similar concessions in the Los Angeles Metropolitan Area; and reasonableness of profit margin in view of cost of providing same in compliance with the obligations assumed in this Agreement. In the event the Managing Director notifies Concessionaire that prices being charged are not fair and reasonable, Concessionaire shall have the right to confer with the Managing Director and justify said prices. Following reasonable conference and consultation thereon, Concessionaire shall make such price adjustments as may be reasonably ordered by the Managing Director. Concessionaire may appeal the determination of the Managing Director to the Executive Director of the Arts Commission, whose decision thereon shall be final and conclusive. However, Concessionaire shall comply with the ordered price adjustment pending the appeal and final ruling thereon by the Executive Director.

(l) **Removal of Objectionable Goods and Services.** Concessionaire shall immediately remove or withdraw from sale any goods or services which may reasonably be found objectionable to the public welfare by the Managing Director following receipt of written notification therefore.

(m) **Quality of Goods and Services.** Service to the public with goods, services, and merchandise of the highest quality and at reasonable charges, is of prime concern to County and is considered a part of the consideration for this Agreement. Therefore, Concessionaire agrees to operate and conduct operations in a first-class manner, and comparable to other first-class theater facilities providing similar events, programs and services. Where such facilities are provided, Concessionaire shall furnish and dispense foods and beverages of the best quality and shall maintain a high standard of service at least equal to that of similar facilities in adjacent communities, and to those prevailing in such areas for similar products and services, and without discrimination. Concessionaire, following receipt of written notification therefore, shall immediately withdraw or remove from sale any goods or services which may reasonably be found objectionable to the Managing Director based on findings that the provision of such goods or services may be harmful to the public welfare.

(n) **Utilities.** Unless otherwise agreed to by the parties, County shall provide and pay for any necessary on-site utilities, including an internal phone service with local area dialing privileges. Concessionaire waives any and all claims against County for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the Concession Premises except to the extent that such loss or damage is caused by the negligent or intentional misconduct of County.

(o) **Sanitation.** County shall provide sufficient trash receptacles near the Concession Premises and shall provide trash removal on a regular basis. No offensive matter or refuse or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Concession Premises and within a distance of fifty (50) feet thereof, and Concessionaire shall prevent any accumulation thereof from occurring. Concessionaire shall see that all

refuse is collected as often as necessary from the Concession Premises and placed in the trash receptacles. Concessionaire shall break down cardboard boxes or other bulky materials prior to placing them in trash receptacles, and shall make reasonable efforts to direct recyclables into the appropriately labeled receptacles.

(p) **Maintenance.**

(1) Structure: County shall be responsible for performing any and all repairs to the roof, exterior walls, foundation, concealed utility lines and hot water heater of the Concession Premises. Other than these items, Concessionaire shall be responsible for maintaining the Concession Premises in good and substantial repair and condition.

(2) Equipment: The cost of any and all maintenance and/or repairs of equipment owned by County and provided in Concession Premises shall be equally split between County and Concessionaire, except that Concessionaire shall be solely responsible to the extent that any loss or damage is caused by the negligent or intentional misconduct of Concessionaire. Should County and Concessionaire agree that replacement of a piece of equipment owned by County is a more appropriate remedy than repair and/or maintenance, Managing Director and Concessionaire shall meet to develop a replacement plan (including, if appropriate, any sharing of costs associated with such replacement) and timeline for such replacement, in accordance with Section 6 (s) Trade Fixtures. Concessionaire shall perform any and all repairs required for the maintenance of its own equipment.

(3) Maintenance and repairs shall be performed in compliance with all laws applicable thereto.

(4) All maintenance shall be commenced within thirty (30) days of the need thereof and diligently prosecuted to completion of same, except where the state of disrepair is such that an emergency or hazard is created thereby in which event there shall be an immediate correction thereof. Either party may cure the default of the other party hereto with respect to the maintenance obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement therefrom for the reasonable actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof, provided there is prior mutual agreement between the Managing Director and Concessionaire upon the nature and scope of the work to be performed and the costs to be incurred therein. Any demand of County for reimbursement hereunder shall be satisfied by Concessionaire through payment of the sums deposited with County as security for faithful performance, and/or prorata monthly installment payments over the remaining term of the Agreement, commencing with the month next succeeding the date of completion of the maintenance performed. Any demand of Concessionaire for reimbursement hereunder shall be satisfied by County through a credit against the monthly payment obligation of Concessionaire, commencing with the month next succeeding the date of completion of the maintenance performed, and for each and every other month of the remaining term of the Agreement, until a total credit has been provided up to the lesser of the actual costs of cure or the rental reserved over said remaining term. If the costs advanced by Concessionaire exceed the balance of the monthly payment obligation, County shall pay the balance within thirty (30) days of the end of the term hereof.

(q) **Security Devices.** Concessionaire may provide any legal devices, installations, or equipment designed for the purpose of protecting the Concession Premises from theft, burglary or vandalism, provided written approval for installation is first obtained from the Managing Director. All purchases and installations thereof shall be at Concessionaire's expense. County shall have no responsibility with respect to any property of Concessionaire, and Concessionaire shall bear all risk of loss, theft or damage to its own property at all times unless such loss or damage is a result of the negligent or intentional misconduct of County.

(r) **Health & Safety.** Concessionaire shall comply with all applicable State and County health departments and occupational health and safety regulations and requirements. Concessionaire shall immediately correct any unsafe, unhealthful and/or unsanitary condition of the Concession Premises, as well as any unsafe, unhealthful and/or unsanitary practices occurring thereon. Concessionaire shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the Concession Premises. Concessionaire shall cooperate fully with County in the investigation of any accidental injury or death occurring on the Concession Premises, including a prompt report thereof to the Managing Director.

(s) **Trade Fixtures.** County has provided and installed appliances, furniture, fixtures and equipment (hereinafter, "trade fixtures") for the Concession Premises, and may (or may not) provide and install replacement and/or additional trade fixtures during the term of this Agreement.

Concessionaire may also provide replacement and/or additional trade fixtures during the term of this Agreement with prior approval by County. Prior to any such purchase by Concessionaire, Managing Director and Concessionaire shall meet to develop a plan and timeline for such purchase and, if appropriate, any sharing of costs associated with the purchase, installation, and maintenance of the replacement or additional trade fixtures. The County, in its sole discretion, may reimburse the Concessionaire for the cost of purchasing, installing, and/or maintaining the replacement or additional trade fixtures provided there is prior written agreement between the Managing Director and Concessionaire as to the nature and scope of the trade fixture(s) to be purchased and maintained and the costs to be incurred therein, and provided that County has approved the purchase prior to Concessionaire making the purchase or incurring any costs related to the purchase. Any and all replacement and/or additional trade fixtures purchased by Concessionaire for which County reimburses Concessionaire, in whole or in part, shall be the sole property of County unless County, in its sole discretion, allows Concessionaire to purchase or otherwise acquire it from County, or unless otherwise agreed to by the parties.

During the last thirty (30) days preceding the termination of this Agreement, Concessionaire shall remove from the Concession Premises any trade fixtures Concessionaire has provided, other those items which have been furnished by County, or for which County has reimbursed Concessionaire, in whole or in part, or which are so affixed that their removal there from cannot be accomplished without damage to the realty. Should Concessionaire fail to so remove said trade, fixtures within said thirty (30) day period, Concessionaire shall lose all right, title and interest in and thereto, and County may elect to keep same upon the premises or to sell, remove or demolish same. Concessionaire shall reimburse County for any cost incurred in excess of any consideration received from the sale, removal or demolition thereof.

(t) **Merchandise.** Concessionaire shall provide and maintain the necessary inventory of concession merchandise required to meet the needs of the public. All food and beverages sold or kept for sale by Concessionaire shall be first class in quality and shall conform to the federal, State and County food laws, ordinances and regulations in all respects. No adulterated, misbranded or impure articles shall be sold or kept for sale by Concessionaire, and all merchandise kept on hand by Concessionaire shall be stored and handled with due regard for sanitation. In the event food is below first class, the Managing Director shall have the right to order the improvement of the quality of any food kept or offered for sale.

(u) **Habitation.** The Concession Premises shall not be used for human habitation other than approved night security personnel.

(v) **Credit Card Acceptance.** Unless otherwise approved by the Managing Director, Concessionaire shall accept payment by at least three different types of major credit cards at both the Upper Concessions Area and Bar Concessions Area. Concessionaire may request in writing to the Managing Director establishment of a preferred minimum purchase threshold for credit card use below which

Concessionaire need not accept credit card charges, which approval shall not be unreasonably withheld. The location and any approved purchase threshold shall be clearly posted so as to be apparent to the public.

Section 7. Destruction of Concession Premises and/or Ford Theatre. (a) In the event the Concession Premises shall be totally or partially destroyed by fire, earthquake, flood, storms, war, insurrection, riot, public disorder or casualty, County shall either restore the premises or terminate this Agreement.

(b) If the premises are restored, this Agreement shall continue in full force and effect, except that the payments to be made by Concessionaire shall be abated and/or other relief afforded to the extent that the Managing Director may determine the damage and/or restoration interferes with the concession, provided a claim therefore is filed with the Managing Director within seventy-five (75) days of written notice of election to restore the premises. Any such claim shall be denied, if the destruction of the Concession Premises is found by an expert investigator to have been caused by the fault or neglect of Concessionaire.

(c) Concessionaire agrees to cooperate in the determination of the abatement and/or relief to be provided by furnishing all information requested relative to the concession, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

(d) Concessionaire shall cooperate in the restoration of the Concession Premises by vacating and removing there from all items of Concessionaire's inventory, trade fixtures, equipment and furnishings for such periods as are required for the restoration thereof.

(e) The aforesaid provisions of this **Section 7** shall also be applicable to a total or partial destruction of the Ford Theatre by the aforementioned causes, except that the relief to be provided shall be based upon the extent the Managing Director may determine that the reduction in the public's use of Ford Theatre due to the partial or total closure thereof has affected the concession.

(f) Concessionaire agrees to accept the remedy heretofore provided in **Section 7 (a)** in the event of a destruction of the Concession Premises and/or John Anson Ford Theatre and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may hereinafter be made available under the laws and statutes of this State.

Section 8. Construction by County Affecting Concession Premises and/or Ford Theatre. (a) In the event County shall construct or cause to be constructed a new facility for the concession, this Agreement shall continue in full force and effect, except that the payments to be made by Concessionaire shall be abated and/or other relief afforded to the extent that the Managing Director may determine the construction interferes with the concession; provided a claim therefore is filed with the Managing Director within one hundred (100) days of commencement of construction. County shall provide sixty (60) days written notice of construction which interferes with the concession.

(b) Concessionaire agrees to cooperate with the County in the event the construction affects the Concession Premises by vacating and removing there from all items of Concessionaire's inventory, trade fixtures, equipment and furnishings for such periods as are required for the construction of the new facilities. Concessionaire further agrees to cooperate in the determination of the abatement and/or relief to be provided by furnishing all information requested relative to the concession, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

(c) Following completion of the new facilities, Concessionaire shall resume the concession there from within thirty (30) days of written notice from the Managing Director that the Concession Premises are tenantable.

(d) The aforementioned provisions of this **Section 8** shall also be applicable in the event of performance of work on the Ford Theatre that requires a partial or total closure thereof, except that the abatement and/or other relief to be provided shall be based upon the extent the Managing Director may determine that the reduction in the public's use of the Ford Theatre that requires a partial or total closure thereof has affected the concession.

(e) Concessionaire agrees to accept the remedy heretofore provided in **Section 8** (a) in the event of construction upon the Concession Premises and/or the Ford Theatre, and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be made available hereinafter under the laws and statutes of this State.

Section 9. Security Deposit. (a) Prior to the commencement of this Agreement. Concessionaire shall pay to the Arts Commission the sum of **ONE THOUSAND DOLLARS** (\$1,000.00). In lieu thereof, Concessionaire may deposit said amount in a bank or other depository institution whose deposits are insured under the Federal Deposit Insurance Act (12 U.S.C. § 181 *et seq.*) provided that a certificate of deposit is delivered to Managing Director giving County the right to withdraw any or all of said amount during the term of this Agreement. Concessionaire shall be entitled to any and all interest accruing from said certificate of deposit.

(b) Said sum shall serve as security for faithful performance of all covenants, promises and conditions assumed by Concessionaire herein, and may be applied in satisfaction and/or mitigation of damages arising from a breach thereof, including, but not limited to, delinquent payments; correction of maintenance deficiencies; securing required insurance; loss of revenue due to abandonment, vacation or discontinuance of concession operations; discrimination; refunding of deposits for scheduled future events which are required to be canceled due to abandonment, vacation or discontinuance of concession operations, completion of construction; and payment of mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

(c) In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Concessionaire shall immediately deposit such sums as are necessary to restore the security deposit to the full amount required hereunder.

(d) Said sum shall be returned to Concessionaire within sixty (60) days upon termination of this Agreement less any amounts that may be withheld there from by County as heretofore provided, along with a written, detailed accounting of deductions.

Section 10. Transfers. (a) The County hereby agrees that **Diamond and Elias Restaurants, Inc.** is the Concessionaire to provide food and beverage services. Concessionaire shall not additionally, without written consent of the Managing Director, which shall not be unreasonably withheld, assign, hypothecate, or mortgage this Agreement or sublicense any portion of the services described in this Agreement.

(b) Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Concessionaire shall be binding upon any transferee thereof.

(c) The concession shall not be transferable by testamentary disposition or the State laws of intestate succession, as the rights, privileges, and use conferred by this Agreement shall terminate prior to the date for expiration thereof in the event of death of the principal owner(s) of Concessionaire occurring within the term herein provided. Additionally, neither this Agreement nor any interest therein shall be transferable in proceedings in attachment or execution against Concessionaire, or by any process of law including

proceedings under any federal or State bankruptcy, insolvency or reorganization law.

(d) Shareholders and/or partners of Concessionaire may transfer, sell, exchange, assign or divest themselves of any interest they may have in therein. *However*, in the event of such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of Concessionaire to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of the execution of this Agreement, approval thereof shall be required. Consent to any such transfer shall only be refused by the County, if the Managing Director finds that the transferee is lacking in experience and/or financial ability to conduct the concession.

(e) The prohibition herein contained shall not be applicable with respect to transfers of this Agreement arising from the exercise of a power of sale or judicial foreclosure pursuant to the terms and conditions of a hypothecation or mortgage previously approved by the Managing Director.

Section 11. Easements. County reserves the right to establish, grant, or utilize easements or rights of way over, under, along and across the Concession Premises for utilities and/or public access to the Ford Theatre providing County shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. Should the establishment of such easements permanently deprive Concessionaire of the use of a portion of the Concession Premises, an abatement of payments shall be provided in an amount proportional to the total area of the Concession Premises in the before and after conditions.

Section 12. Cancellation. (a) Upon the occurrence of any one or more of the events of default hereinafter described, and Concessionaire's failure to timely cure such default, this Agreement shall be subject to cancellation. As a condition precedent thereto, the Managing Director shall give Concessionaire ten (10) days' written notice by registered or certified mail.

(b) Upon cancellation, County shall have the right to take possession of the Concession Premises, including all improvements, equipment and inventory located thereon, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.

(c) Action by County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

(d) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Concessionaire's services for Concessionaire's Default, the County, in its sole discretion, may procure a replacement concessionaire(s) and the Concessionaire shall be liable for all excess County costs incurred in connection with seeking the replacement concessionaire services, as determined by the County in its sole discretion.

Section 13. Events of Default. (a) The abandonment, vacation or discontinuance of operations as required hereunder.

(b) The failure of Concessionaire to punctually pay or make the payments required herein when due, where the delinquency continues beyond ten (10) days following written demand for payment thereof.

(c) The failure of Concessionaire to operate or perform in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the Managing Director to correct the condition therein specified.

(d) The failure to maintain the Concession Premises and the improvements constructed thereon in the

state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition where such failure continues for more than ten (10) days after written notice from the Managing Director for correction thereof provided that where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Managing Director.

(e) The filing of a voluntary petition in bankruptcy by Concessionaire, the adjudication of Concessionaire as a bankrupt, the appointment of any receiver of Concessionaire's assets; the making of a general assignment for the benefit of creditors, a petition or answer seeking an arrangement for the reorganization of Concessionaire under any law; the occurrence of any act which operates to deprive Concessionaire permanently of this rights, powers and privileges necessary for the proper conduct and operation of the concession; the levy of any attachment or execution which substantially interferes with Concessionaire's operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

(f) Determination by the Managing Director, the State Fair Employment Commission, or the federal Equal Employment Opportunity Commission of discrimination having been practiced by Concessionaire in violation of state and/or federal laws.

(g) An uncured breach of any material term not otherwise mentioned where such breach continues for more than ten (10) days after written notice to cure such default.

Section 14. Right of Entry. In the event of an abandonment, vacation or discontinuance of concession operations as required hereunder, Concessionaire hereby irrevocably appoints County as an agent for continuing operation of the concession granted herein, and in connection therewith authorizes the officers and employees thereof to (a) take possession of the Concession Premises, including all improvements, equipment and inventory thereon; (b) remove any and all persons or property on said premises and place any such property in storage for the account of and at the expense of Concessionaire; (c) sublease or license the premises; and (d) after payment of all expenses of such subleasing or licensing apply all payments realized there from to the satisfaction and/or mitigation of all damages arising from Concessionaire's breach of this Agreement. Entry by the officers and employees of County upon the Concession Premises for the purpose of exercising the authority conferred hereon as agent of Concessionaire shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

Section 15. Surrender. Upon expiration of the term of this Agreement, or cancellation thereof as herein provided, Concessionaire shall peaceably vacate the Concession Premises and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted subject to the right of County to demand removal thereof to the extent that **Section 2(f)** may be applicable thereto.

Section 16. Interpretation. (a) This Agreement shall be interpreted in accordance with the laws of the State.

(b) The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

(c) No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

(d) The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

(1) "Arts Commission" shall mean the Los Angeles County Arts Commission or an authorized representative thereof.

(2) "Concession" shall mean the privilege of engaging in the commercial activities authorized herein.

(3) "Gross receipts" shall mean all money, cash receipts, assets, property or other things of value, including but not limited to gross charges, sales, rentals, fees and commission made or earned by Concessionaire, and/or assignees, sublessees, or permittees thereof, whether collected or accrued from any business, use or occupation, or any combination thereof, transacted, or performed in whole or in part, on the Concession Premises, including, but not limited to rentals, the rendering or supplying of services and the sale of goods, wares or merchandise. There shall be deducted from said gross receipts the following:

(A) Sales and excise taxes applicable thereto, required to be collected by Concessionaire, and/or the sublessees or permittees thereof.

(B) Federal, state, municipal or other taxes collected from the consumers, regardless of whether the amount thereof is stated to the consumer as a separate charge, provided the amount of such taxes shall be shown on the accounting records for the concession and gift shop as hereinafter required.

(4) "State" shall mean the State of California

Section 17. Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

Section 18. Contract Enforcement and Amendments to the Agreement. (a) The Managing Director shall be responsible for the enforcement of this Agreement and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof.

(b) Any officers and/or authorized employees of the County may enter upon the Concession Premises at any and all reasonable times for the purpose of determining whether or not Concessionaire is complying with the terms and conditions hereof or for any other purpose incidental to the rights of County within the Concession Premises.

(c) In the event either party commences legal proceedings for the enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in the action brought thereon.

(d) This Agreement may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by Concessionaire, and in the case of the County, until approved and executed by the Chair of the Board of Supervisors or the Managing Director unless otherwise authorized herein.

Section 19. Notices. (a) Any written notice required to be given under the terms of this Agreement or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served and deposited in a post office, mail box, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

(b) The address to be used for any written notice served by mail upon Concessionaire shall be Diamond and Elias Restaurants, Inc., 1714 North Vermont Avenue, Los Angeles, CA 90027, or such other place as may hereinafter be designated in writing to the Managing Director by Concessionaire.

(c) Any written notice served by mail upon County shall be addressed to the Arts Commission, c/o John Anson Ford Theatres, 2580 Cahuenga Boulevard East, Los Angeles, CA 90068, or such other place as may hereinafter be designated in writing to Concessionaire by the Managing Director.

Section 20. Entire Agreement. This Agreement, and the exhibits attached hereto, constitutes the entire agreement between the County and Concessionaire for the concession and use granted for food and beverage services at the Ford Theatre. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the exhibits attached hereto, the terms, conditions, promises and covenants relating to the concession and the premises to be used in the conduct thereof.

[remaining page intentionally blank]

IN WITNESS WHEREOF, the County of Los Angeles and the Concessionaire have caused this Agreement for the Operation of Concessions at the John Anson Ford Amphitheatre to be executed on their behalf by their duly authorized representatives. The person signing on behalf of the Concessionaire warrants under penalty of perjury that he or she is authorized to bind the Concessionaire.

DIAMOND AND ELIAS RESTAURANTS, INC.

By [Signature]
Name
President
Title

COUNTY OF LOS ANGELES

By [Signature]
Chair, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By [Signature]
Deputy



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By [Signature]
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

9 JUN 15 2010

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

20307



EXHIBIT A

STANDARD TERMS AND CONDITIONS

AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
DIAMOND & ELIAS RESTAURANTS, INC.
FOR
CONCESSIONS SERVICES
AT THE JOHN ANSON FORD THEATRES

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STANDARD TERMS AND CONDITIONS

LOS ANGELES COUNTY ARTS COMMISSION CONSULTANT SERVICES CONTRACTS

§ 100. DEFINITIONS. For purposes of the Agreement, including all Exhibits/Attachments thereto, the following definitions shall govern its interpretation:

§ 101. “Agreement” shall mean the agreement by and between the Consultant and the County of Los Angeles, by and through its Los Angeles County Arts Commission, which agreement shall include the primary document and all exhibits/attachments and/or documents referenced therein.

§ 102. “Auditor-Controller” shall mean the Auditor-Controller of the County of Los Angeles and/or his designee.

§ 103. “Commission” shall mean the Arts Commission of the County of Los Angeles.

§ 104. “Consultant” shall mean the agency or individual contracting with the County under the terms and conditions of this Agreement, including Consultant’s employees, agents, assigns, contractors, subcontractors, and anyone else involved in any manner in the exercise of the rights therein given to the Consultant.

§ 105. “Contract Amount” shall mean the fees or payment agreed to be paid by the County for consultant services as set forth in the Agreement.

§ 106. “County” shall mean the County of Los Angeles.

§ 107. “Executive Director” shall mean the Executive Director of the Arts Commission and/or her designee.

§ 108. “Services” shall mean the services identified in the primary document of this Agreement, or as more specifically set forth in an appropriate exhibit or attachment thereto.

§ 109. “State” shall mean the State of California.

§ 200. ASSURANCES/CERTIFICATIONS. The Consultant provides the following assurances and certifications, and agrees to the following terms:

§ 201. Compliance with Laws. The Consultant certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Agreement are incorporated by this reference. The County reserves the right to review the Consultant’s policies and procedures to ensure compliance with such laws, rules, regulations, ordinances, and directives, as applicable. The Consultant shall indemnify and hold the County, its officers, employees and agents harmless from any loss, damage or liability resulting from a violation by the Consultant, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

§ 202. Copyrights/Privacy Rights. The Consultant shall neither violate nor infringe upon any copyright, right of privacy, or other statutory or common law right of any person, firm or corporation, nor, if authorized to do radio or television broadcasts pursuant to amendment hereto, violate the rules and regulations of the Federal Communications Commission or the Code of Good Practices of the National Association of Broadcasters. Further, the Consultant will not defame or harm the reputation of any person, firm or corporation as a result of entering into this Agreement. The Consultant shall indemnify, defend and hold the County, its officers, employees and agents harmless from any sanctions or other liability which may be assessed against the County by reason of the Consultant's failure to comply with the foregoing.

§ 203. Nondiscrimination and Assurance of Compliance with Civil Rights. (a) The Consultant assures and certifies that all persons employed by it, its affiliates, subsidiaries or holding companies, if any, are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, age, condition of physical or mental disability, marital status or political affiliation, in compliance with all anti-discrimination laws and regulations of the United States of America and the State as they now exist or may hereafter be amended.

(b) Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, national origin, condition of physical or mental disability, marital status or political affiliation. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) Consultant hereby assures that it will comply with the Civil Rights Act of 1964, 42 USC §§ 2000e through 2000e-17, to the end that no person shall, on grounds of race, religion, color, sex, national origin, condition of physical or mental disability, marital status or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

(d) To the extent applicable, Consultant shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or condition of physical or mental disability, marital status or political affiliation as required by all applicable anti-discrimination laws and regulations of the United States and the State as they now exist or may hereafter be amended.

(e) Consultant shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by the Executive Director.

(f) If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the State Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that Consultant has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Consultant has violated the anti-discrimination provisions of this Agreement.

(g) The parties agree that in the event Consultant violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Ten Thousand Dollars (\$10,000) pursuant to California *Civil Code* Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

§ 204. Wage and Hour Laws. To the extent applicable, the Consultant assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the Fair Labor Standards Act, as amended. The Consultant shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act, as amended, for services performed by the Consultant's employees for which the County may be found jointly or solely liable.

§ 205. Safety and Working Conditions. (a) To the extent applicable, the Consultant shall comply with the provisions of the federal Occupational Safety and Health Act of 1970, as amended (29 USC § 651 *et seq.*) and the California Occupational Safety and Health Act and successor statutes, as well as other applicable health and safety statutes, ordinances, regulations and rules. Consultant assures that no employee will be required or permitted to work under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

(b) Consistent with this **§ 205** and to the extent applicable, Consultant agrees that it shall comply with section 3203 of title 8 in the California Code of Regulations which requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

(c) In addition to other requirements set forth herein, Consultant certifies that it shall, at its own expense, provide its employees all necessary general and specific training with respect to safety and working conditions and provide its employees with all required personal protective equipment necessary to perform services under this Agreement.

§ 206. Employment Eligibility Verification. (a) To the extent applicable, the Consultant warrants and certifies that it fully complies with all federal, State and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under the Agreement are eligible for employment in the United States. The Consultant shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the Consultants failure to comply with the foregoing.

(b) The Consultant represents that he/she has secured and retained all required documentation verifying employment eligibility of its personnel, if any. The Consultant shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this Agreement, in accordance with applicable provisions of law.

§ 207. Drug Free Workplace Compliance. The Consultant hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code* § 8350 *et seq.*), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98 commencing with §98.600), as applicable.

§ 208. Conflict of Interest/Contracts Prohibited. (a) The Consultant represents and warrants that no County employee, whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Consultant, or shall have any direct or indirect financial interest in this Agreement.

(b) The Consultant represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled “Contracting With Current or Former County Employees,” and that execution of this Agreement will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this Agreement or who subsequently becomes affiliated with the Consultant in any capacity shall not participate in the provision of Services provided under this Agreement or share in the profits of Consultant earned for a period of one year from the date he/she separated from County employment.

§ 209. Lobbying. The Consultant certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by Consultant shall fully comply with the County Lobbyist Ordinance (Los Angeles County Code Chapter 2.160). Failure on the part of any County lobbyist retained by Consultant to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

§ 210. County Layoffs. (a) Should the Consultant require additional or replacement personnel after the effective date of this Agreement, the Consultant agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Agreement.

(b) Employment offers to qualified County employees shall be under the same conditions and rate of compensation that apply to other individuals who are employed or may be employed by Consultant.

(c) Consultant shall maintain records of each employment offer made to qualified County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.

§ 211. GAIN/GROW Program Participants. (a) Should the Consultant require additional or replacement personnel after the effective date of this Agreement, the Consultant agrees to give due consideration for such employment openings to participants in the County’s Department of Public Social Services’ Greater Avenue for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Consultant’s minimum qualifications for the open position. Upon request from Consultant, the County will refer GAIN/GROW participants by job category to the Consultant for consideration.

(b) In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

(c) Notwithstanding § 210 and § 211 of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any

way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

§ 212. Covenant Against Contingent Fees. (a) Consultant certifies and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fees.

(b) For breach or violation of this warranty, the County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fees. This right shall be in addition to any other legal remedy available to the County.

§ 213. Warranty of Adherence to County's Child Support Compliance Program. (a) Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

(b) To the extent required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement and comply with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to *Code of Civil Procedure* Section 706.031 and *Family Code* Section 5246(b). Unless otherwise exempt by County Code section 2.200.040, failure to comply with such reporting requirements, or failure to implement and comply with lawfully served wage and earnings assignment orders or notices of assignment, shall constitute a default under this Agreement, and failure to cure the default within ninety (90) days of notice by the County shall subject the Agreement to termination.

(c) Unless otherwise exempt under Los Angeles County Code section 2.200.040, failure to comply with the provisions of this **§ 213** may be cause for debarment.

§ 214. Debarment and Suspension. (a) The Consultant certifies that it has not been subject to debarment and/or suspension under any federal (29 CFR Part 98), State or local program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County, shall be submitted to the County no later than execution of this Agreement by Consultant.

(b) **Responsible Contractor.** A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** The Consultant is hereby notified that, in accordance with County Code Chapter 2.202, as may be amended from time to time, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the

Consultant is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Consultant from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Consultant may have with the County.

(d) **Non-Responsible Contractor.** The County may debar Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(e) **Contractor Hearing Board.** (1) If there is evidence that the Consultant may be subject to debarment, the Commission will notify the Consultant in writing of the evidence that is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Consultant may be deemed to have waived all rights of appeal.

(3) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(f) **Subcontractors.** This § 214 shall also apply to subcontractors of County contractors, if any.

§ 215. Notification of Federal Earned Income Credit. With thirty (30) days of execution of this Agreement, the Consultant certifies that it shall notify its employees, and shall require each subcontractor, if any, to notify its employees, that they may be eligible for federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in *Internal Revenue Service Notice 1015*.

§ 216. Prohibited Activity. To the extent applicable, the Consultant represents and warrants that it will not engage in or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. The Consultant agrees to comply with the provision of the federal Hatch Act and with Section 675e of Subtitle B of Title VI of Public Law 101-121 (31 USC § 1352) which prohibits use of federal funds to influence the award of federal contracts or grants.

§ 217. Protection Against Fraud and Abuse. The Consultant (including its employees and agents), in performing all obligations under the terms of this Agreement, assures that it perform services in a manner which safeguards against fraud and abuse. The Consultant agrees to indemnify and hold the County,

its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs) resulting from a violation by the Consultant, its officers, employees and agents of this section.

§ 218. Authorization Warranty. The Consultant represents and warrants that the person executing this Agreement on behalf of the Consultant is an authorized agent who has actual authority to bind Consultant to each and every term, condition, and obligation set forth in this Agreement, and that all requirements of Consultant have been fulfilled to provide such actual authority.

§ 219. Employee Jury Duty Service Program. (a) **Jury Service Program.** This Agreement is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service" ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

(b) **Written Employee Jury Service Policy.** (1) Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this **§ 219**, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of a Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary service of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this **§ 219**. The provisions of this **§ 219** shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of "Contractor" or if Consultant no longer qualifies for any exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the term of the Agreement and at its sole discretion, that Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Consultant continues to qualify for any exception to the Program.

(4) Consultant's violation of this **§ 219** may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement

and/or bar Consultant for the award of future County agreements for a period of time consistent with the seriousness of the breach.

§ 220. Notice to Employees Regarding Safely Surrendered Baby Law. The Consultant shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached to this **Exhibit A** of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

§ 300. INDEPENDENT STATUS

§ 301. Independent Contractor. (a) The Consultant shall at all times be acting as an independent contractor. This Agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Consultant. Consultant understands and agrees that all of Consultant's personnel are employees solely of the Consultant and not of the County for purposes of workers' compensation liability.

(b) To the extent Consultant is and intends to remain an individual consultant during the term of this Agreement, and as such has no employees and no corporate or other organizational structure, the County and Consultant agree that any provisions of this Agreement, including its Exhibits, which pertain to actions or responsibilities regarding employees or corporate or other business organizations and which would not otherwise be applicable to individual contractors, shall not apply to Consultant. In the event Consultant, during the term of this Agreement, hires employees or changes his or her organizational structure from that of an individual consultant, Consultant shall immediately notify the County of such change and all provisions of the Agreement shall thereafter apply to the Consultant.

§ 302. No Authority to Bind County. As an independent contractor and except as otherwise expressly provided in the Agreement, Consultant has no power or authority to bind the County to any obligations, agreements, or contracts.

§ 303. Requisite Skills. The Consultant represents and warrants to the County, and County relies on such representation and warranty, that the Consultant (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. The County and the Consultant understand and agree that the Consultant is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by the County pursuant to this Agreement.

§ 304. Identification. As an independent contractor, Consultant must, at his or her own expense, supply any and all identification material (e.g., business cards, etc.) used in the performance of this Agreement. Use of the County seal or other County identifier requires prior written approval of the County Chief Administrative Officer or his or her designee. **IMPROPER USE OF THE COUNTY SEAL OR OTHER IDENTIFIER SHALL BE REFERRED TO THE COUNTY DISTRICT ATTORNEY OR OTHER APPROPRIATE PROSECUTORIAL AGENCY FOR INVESTIGATION AND PROSECUTION TO THE FULL EXTENT PERMITTED BY LAW.** To the extent such material includes the County seal or other identifier, such material shall be distinguishable from County materials and expressly and clearly indicate that Consultant is an independent contractor or consultant.

§ 400. INDEMNIFICATION AND INSURANCE

§ 401. Indemnification. (a) The Consultant shall indemnify, defend and save harmless the County, its officers, employees and agents from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, without limitation, claims for bodily injury, death, personal injury, or property damage, including damage to County's property, arising from or connected with Consultant's operations or services hereunder (including any Workers' Compensation or FICA suits, liability, or expense) or which may be caused or alleged to be caused by any act, omission to act, on the part of the Consultant or any of its employees or agents, resulting in any infringement upon personal rights, such as libel, slander, invasion of privacy, and trademark or copyright violation, or by any act or omission to act on the part of the Consultant, its employees or agents, which results in a dangerous or defective condition on any County premises, or otherwise arising from or connected with the Services provided hereunder by or on behalf of the Consultant by any person pursuant to this Agreement.

(b) The Consultant shall also defend and indemnify the County from any liability arising from the performance of this Agreement as a result of an audit of funds received under this Agreement due to the negligent acts or omissions of the Consultant in the performance of this Agreement.

§ 402. Insurance. (a) Without limiting Concessionaire's indemnification of County, Concessionaire shall provide and maintain at its own expense during the term of this Agreement the hereinafter listed program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of such programs satisfactory to County shall be delivered to the Managing Director on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain the express condition that County is to be given at least thirty (30) days advance written notice of any modification or termination of any program of insurance. All such insurance shall be primary to and not contributing with any other insurance maintained by the County and, with the exception of Workers' Compensation insurance, shall name the County as an additional insured.

(b) At all times during the term of this Agreement, Concessionaire shall provide and maintain the following forms and amounts of insurance:

(1) Liability: Comprehensive General Liability insurance endorsed for Independent Contractor, Premises-Operations. Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence. If such insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than five years following termination of this Agreement.

(2) Workers' Compensation: A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California *Labor* Code, including Employees Liability with a **ONE MILLION DOLLAR** (\$1,000,000) limit covering all persons Concessionaire is legally required to cover.

(3) Comprehensive Auto Liability: A program of insurance endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than **ONE HUNDRED THOUSAND DOLLARS** (\$100,000) per occurrence.

(c) Failure on the part of Concessionaire to procure or maintain required insurance shall constitute a material breach of contract upon which County may immediately terminate this Agreement.

(d) Conduct of the concession shall not commence until Concessionaire has complied with the insurance requirements contained in this **Section 12**. Further, said operations, whether in whole or in part, shall be subject to suspension by the Managing Director during any period that Concessionaire fails to maintain said policies in full force and effect.

(e) No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Concessionaire to furnish insurance during the term of this Agreement. At least thirty (30) days prior to the expiration of any such policy, a signed and complete certificate of insurance with all endorsements required herein, showing that such insurance coverage has been renewed or extended shall be filed with Managing Director.

§ 403. Notification of Incidents, Claims or Suits. (a) Consultant shall report to County any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Consultant and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Consultant arising from or related to services performed by Consultant under this Agreement.

(c) Any injury to Consultant or a Consultant employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Program Manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Consultant under the terms of this Agreement.

§ 404. Compensation for County Costs. In the event that Consultant fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Consultant), Consultant shall pay full compensation for all costs incurred by County.

§ 405. Insurance Coverage Requirements for Subcontractors. Consultant shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Providing evidence of insurance covering the activities of sub-contractors, or

(b) Providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to request, and Consultant agrees to provide upon such request, copies of evidence of sub-contractor insurance coverage at any time.

§ 406. Self-Insurance and Self-Insured Retentions. Self-insurance programs are subject to separate approval by the County upon review of evidence of Consultant's financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County may, in its sole discretion,

consider a self-insured program as an alternative to commercial insurance from the Consultant upon review and approval of the following:

(a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Consultant must notify the County immediately of discontinuation or substantial change in the program.

(b) Agreement to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.

(c) Agreement to notify the County immediately of any claim, judgment, settlement, award, verdict or change in Consultant's financial condition which would have a significant negative effect on the protection that the self-insurance program provides the County.

(d) Name, address and telephone number of Consultant's legal counsel and claims representative, respectively, for the self-insurance program.

(e) Financial statement that gives evidence of Consultant's capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request. **FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.**

§ 407. Failure to Procure or Maintain Insurance. Failure on the part of the Consultant to procure or maintain insurance or otherwise satisfy the requirements of this **§ 400**, shall constitute a material breach upon which the County may, in its sole discretion, immediately terminate or suspend this Agreement or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Consultant to the County upon demand or the County may set off the cost of the premiums against any monies due to the Consultant from the County.

§ 500. OPERATIONAL RESPONSIBILITIES

§ 501. County Rules. Consultant shall, in all details of the Services to be performed by Consultant, comply with and abide by all applicable rules, regulations and directions of the County, and shall be governed by the policy and guideline requirements of the Commission, relevant County commissions and, to the extent applicable, State and/or federal agencies responsible for funding the services herein.

§ 502. Permits/Licenses. Consultant shall comply with all applicable County and local ordinances and all State and federal laws, and in the course thereof, obtain and keep in effect, at a cost solely borne by the Consultant, all permits and licenses required to conduct the Services.

§ 503. Public Statements. Consultant shall indicate in any press statement(s) or release(s) to the public that is related to the services provided herein, that such services are funded by the County. All such releases, statements or press or public activities shall be approved and coordinated with the Executive Director.

§ 504. Staff Identification. (a) Consultant shall provide for him/herself and all Consultant staff providing services under this Agreement with a photo identification badge in accordance

with County specifications (said badge to be clearly distinguishable from County employee identification badges). Specifications may change at the discretion of the County and Consultant will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Consultant implementing the use of the badge. Consultant and his/her staff, while on duty or when entering any County facility or County grounds, shall prominently display the photo identification badge on the upper part of the body.

(b) Consultant shall notify the County within one business day when staff are terminated or otherwise removed from working under this Agreement. Consultant is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal. Upon termination or expiration of this Agreement, Consultant shall immediately destroy any remaining badge(s) used to comply with this § 504, and certify same to the County.

(c) If County requests the removal of Consultant's staff, Consultant is responsible to retrieve and immediately destroy the staff person's photo identification badge at the time of removal.

§ 600. AUDITS/RECORDS/REPORTS.

§ 601. Audits. (a) The County Auditor-Controller shall at all times have access for audit purposes to the books, records, and accounts maintained by the Consultant in connection with all money expended under the terms of this Agreement.

(b) The Consultant shall take all actions necessary to enable the County Auditor-Controller or other authorized County representative(s) to clearly determine whether the Consultant is properly performing its contractual obligations, especially in relation to payments received.

(c) If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Consultant regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Consultant, then Consultant agrees that the difference, at the County's discretion and in its sole direction, shall be either:

(1) Repaid forthwith by Consultant to County by cash payment; or

(2) Credited against future payments hereunder to Consultant. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Consultant, then the difference shall be paid to Consultant by County provided that in no event shall the County's maximum obligation for this Agreement exceed the maximum contract sum.

(d) Failure by the Consultant to comply with the requirements of this § 601 shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Agreement.

§ 602. Inspection of Records. (a) During normal business hours, Consultant shall allow the County to inspect the books, records, documents and other evidence bearing on the costs and expenses of the Consultant with respect to work performed hereunder to determine compliance with the terms of this Agreement, and shall allow the Executive Director, the County and/or authorized State or federal

governmental representatives access for any other purpose incidental to the performance of the responsibilities of those governmental entities.

(b) All material subject to inspection, including time cards signed by employee and supervisor, and all pertinent cost, accounting, financial records, and proprietary data, must be kept and maintained by the Consultant in a location within Los Angeles County for a period of five (5) years after completion of this Agreement unless County's written permission is obtained to dispose of material prior to this time. In the event Consultant's books, records or documents are located outside the County of Los Angeles, the Consultant agrees to pay the County for traveling and per diem costs connected with an inspection or audit.

§ 603. Records/Data. (a) All data and information collected by Consultant in performance of its obligations under the terms of this Agreement shall remain or become the property of the County and shall not be appropriated by the Consultant for private, proprietary use. All reports and other data collected during the term of this Agreement shall be relinquished to the County upon termination of this Agreement.

(b) The Consultant shall maintain all books, records, documents or other evidence bearing on the costs and expenses of the Consultant with respect to work performed hereunder, as are deemed necessary or required by the County or State of federal regulations or rules, for five (5) years after final settlement under this Agreement unless permission to destroy them is granted by authorized County representative.

(d) County obtains the right to use, duplicate and disclose in whole or in part, in any manner, for any purpose whatsoever, any information or data generated from the services rendered by the Consultant under the terms of this Agreement.

(e) Consultant agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

- (f) This provision shall survive termination or expiration of the Agreement.

§ 604. Progress Reports. The Consultant shall, at the direction of the Executive Director, submit periodic progress reports outlining progress in completing services set forth in this Agreement.

§ 700. TERMINATION/CANCELLATION OF SERVICES

§ 701. Termination for Convenience. Except as otherwise provided in this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Consultant without liability for any services to be performed after the date of such cancellation/termination, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work under this Agreement is terminated, and the date upon which such termination becomes effective. In the event of termination, the County shall pay the Consultant for all services completed prior to the effective date of such termination, less payments previously paid by the County for such services.

§ 702. Termination for Improper Consideration. (a) The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Consultant either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Consultant's performance pursuant to the Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

(b) Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

§ 703. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Consultant to maintain compliance with the requirements set forth in § 213 shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the County shall be grounds upon which the County may terminate this Agreement.

§ 704. Force Majeure. (a) The parties will be excused from the performance of this Agreement in whole or in part, only by reason of the following causes:

- (1) when such is prevented by operation of law;
- (2) when such is prevented by an irresistible superhuman cause, including but not limited to flood, earthquakes and fires; and,

(3) when such is prevented by an act of the public enemies of the State of California or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the control of Consultant, or unavoidable casualty.

(b) In the event the Consultant's performance is excused in accordance with this § 705, and the services are not provided, the Consultant agrees to reimburse the County the any amounts previously paid by the County; excluding extraordinary costs and expenses incurred by the Consultant as a direct result of instructions from the County; provided, however, that such costs and expenses have been approved by the Executive Director in his sole discretion.

§ 705. Program Termination. In the event the services provided herein are directly related to a federal, State or local program and said program is terminated for any reason, the County may terminate this Agreement immediately without further liability for services yet to be rendered.

§ 706. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of § 702 (Termination for Convenience), as of the end of the then current fiscal year; provided, however, that the notice required in such an event may be less than that required under § 702. The County shall make a good faith effort to notify the Consultant in writing of such non-allocation at the earliest time.

§ 707. Consultant Action Upon Termination. After receipt of a Notice of Termination pursuant to the terms of this Agreement, and except as otherwise directed by the Executive Director or his designee, the Consultant shall:

(a) Incur no new or additional obligations in connection with the terminated work, and on the date set in the Notice of Termination, the Consultant shall stop work to the extent specified.

(b) Take all reasonable steps to minimize costs allocable to the work terminated by the notice.

(c) Terminate outstanding orders and subcontracts as they relate to the terminated work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and order connected with the terminated work.

(d) Complete performance of such part of the work that shall not have been terminated by the Notice of Termination.

§ 708. Consultant's Warranty of Compliance with the County's Defaulted Property Tax Reduction Program. The Consultant acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless the Consultant qualifies for an exemption or exclusion, the Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

§ 709. Termination for Breach of Warranty to Maintain Compliance with the County's Defaulted Property Tax Reduction Program. Failure of the Consultant to maintain compliance with the requirements set forth in Paragraph 709 shall constitute default under this contract. Without limiting the rights and remedies available to the County under any other provision of this contract, failure of the Consultant to cure such default within 10 days of notice shall be grounds upon which the County may terminate this contract and/or pursue debarment of the Consultant, pursuant to County Code Chapter 2.206.

§ 800. GENERAL PROVISIONS

§ 801. Contract Modifications/Amendments. This Agreement fully expresses the Agreement of the parties. Except where expressly provided herein, any modification or amendment of the terms or conditions of this Agreement must be by means of a separate written document approved by the Executive Director. No oral conversation between any officer or employee of the parties shall modify or otherwise amend this Agreement in any way.

§ 802. Assignments. This Agreement may not be assigned, in whole or in part, without the written consent of the County. Absent such approval, any attempt by the Consultant to assign this Agreement shall be void and shall constitute a material breach of this Agreement upon which the County may immediately terminate this Agreement.

§ 804. Waivers. (a) Any waiver by the County of any breach of any one or more of the covenants, conditions, terms and agreements contained herein shall not be construed to be a waiver of any subsequent or other breach of the same or any other covenant, condition, term or agreement contained herein, nor shall failure on the part of the County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements contained herein be construed as in any manner changing the terms of this Agreement or stopping the County from enforcing the full provision thereof.

(b) No delay, failure, or omission of the County to exercise any right, power, privilege or option, arising from any default, nor any subsequent payments then or thereafter made shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

(c) Waivers of the provisions of this Agreement shall be in writing and signed by the Executive Director.

§ 805. Validity. The invalidity of any provision of this Agreement shall not void or affect the validity of any other provision.

§ 806. Entire Agreement. (a) This Agreement constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Agreement.

(b) Consultant warrants that he/she has received a copy of this Agreement, including all exhibits thereto, and upon execution of this Agreement, it shall be Consultant's responsibility to retain on file, and to abide by the entire Agreement.

§ 807. Captions. The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

§ 808. Proprietary Rights. (a) Any materials, data and information not developed under this Agreement, which Consultant considers to be proprietary and confidential, shall be plainly and prominently marked by Consultant as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".

(b) County will use reasonable means to ensure that Consultant's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, County will notify Consultant of any Public Records Act request for items described in **§ 808 (a)**. County agrees not to reproduce or distribute such materials, data and information to non-County entities without the prior written permission of Consultant.

(c) Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under **§ 808** for:

(1) Any material, data and information not plainly and prominently marked with restrictive legends as set forth in **§ 808 (a)**;

(2) Any materials, data and information covered under **§ 808**; and

(3) Any disclosure of any materials, data and information which County is required to make under the California Public Records Act or otherwise by law.

(d) Consultant shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, Consultant shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including but not limited to, fire and theft.

(e) Consultant shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County's computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.

(f) The provisions of **§ 808(c), (d) and (e)** shall survive the expiration or termination of this Agreement.

§ 809. Subcontracting. (a) No performance of this Agreement or any portion thereof may be subcontracted by the Consultant without prior written notice to the Executive Director or her authorized designee. Furthermore, Consultant agrees that, to the extent any part of this Agreement is to be subcontracted, Consultant shall comply with all County, State and/or federal procurement requirements established for the Program.

(b) Any attempt by the Consultant to subcontract any performance of the terms or conditions of this Agreement without first providing written notice to the Executive Director or her authorized designee, shall be null and void and shall constitute a breach of this Agreement.

(c) All notices of subcontracting shall be directed to the Executive Director and shall, at a minimum, include:

(1) A description of the services to be provided by the subcontract; and

(2) Identification of the proposed subcontractor(s) and an explanation of why and how the proposed subcontractor(s) were selected.

(d) Subcontracts shall be made in the name of the Consultant and shall neither bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Consultant of any requirement under the terms of this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractor(s). Notice to the Executive Director of any subcontract shall not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by the Executive Director be construed as affecting any increase in the amount of this Agreement. Consultant shall be responsible for all costs associated with subcontracting.

§ 810. Public Records Act. (a) Any documents submitted by Consultant; all information obtained in connection with the County's right to audit and inspect Consultant's documents, books, and accounting records pursuant to this Agreement; as well as those documents which were required to be submitted in response to a solicitation issued by the County for the awarding this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the *California Government Code* Section 6250 *et seq.* (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

(b) In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an RFP or other solicitation marked "trade secret", "confidential", or "proprietary", the Consultant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

§ 811 County's Quality Assurance Plan. County, through the Commission, will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Agreement terms and performance standards. Consultant deficiencies which the Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Executive Director. The report will include improvement/corrective action measures taken by the Commission staff and Consultant. If improvement does not occur consistent with the corrective action measures, the Executive Director may terminate this Agreement in whole or in part or impose other penalties as specified in the Agreement.

§ 812. Recycled Bond Paper. Consistent with the Board of Supervisor's policy to reduce the amount of solid waster disposal at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible in providing services.

§ 813. Nonexclusivity. Nothing in this Agreement is intended nor shall be construed as creating any exclusive arrangement with Consultant. This Agreement shall not restrict County from acquiring similar, equal or like services from other entities or sources.

§ 814. Endorsement. The Consultant shall not, in any manner, advertise, publish or represent that the County endorses the services herein provided without the prior written consent of the County. Any published document, opinion or article referencing the County must have prior written consent of the Executive Director.

§ 815. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of California. Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue to any action brought hereunder shall be exclusively in the County of Los Angeles, California.

§ 816. Interpretation. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

§ 900. LIVING WAGE PROVISIONS

§ 901. Living Wage Program. This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

§ 902. Payment of Living Wage Rates. (1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph **§ 902** under the Contract:

(a) Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

(b) Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

(2) For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such

subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

(3) If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

(4) If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

(5) For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

§ 903. Contractor's Submittal of Certified Monitoring Reports. The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit K and Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify

under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

§ 904. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

§ 905. County Auditing of Contractor Records. Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

§ 906. Notifications to Employees. The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

§ 907. Enforcement and Remedies. If the Contractor fails to comply with the requirements of this sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

(1) Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(a) Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(b) Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the

event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

(c) Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(2) Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(a) Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(b) Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

(c) Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(3) Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

§ 908. Use of Full-Time Employees. The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted

with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

§ 909. Contractor Retaliation Prohibited. The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

§ 910. Contractor Standards. During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

Note: Sub-paragraph **§ 911** applies only if the contract involves the provision of services that were previously provided by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract, which predecessor contract was terminated by the County prior to its expiration.

§ 911. Employee Retention Rights. (1) The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:

- (a) Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
- (b) Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
- (c) Who is or will be terminated from his or her employment as a result of the County entering into this new contract.

(2) The Contractor is not required to hire a retention employee who:

- (a) Has been convicted of a crime related to the job or his or her performance; or
- (b) Fails to meet any other County requirement for employees of a Contractor.

(3) The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

§ 912. Neutrality in Labor Relations. The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor’s employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide

collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

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EXHIBIT B
Additional Operating and Customer Service Provisions

The Concessionaire shall comply with the following provisions to ensure a high degree of customer service for patrons of the John Anson Ford Theatres and to provide for efficient communications between the Concessionaire and John Anson Ford Theatre staff.

1. The Concessionaire has designated the following staff as the Point of Contact for all communications regarding event concessions, catering, and receptions at the John Anson Ford Theatre: Wayne Elias, 310-721-9143 (cell), fordfood@gmail.com. The provided contact information will be used by Ford Theatre staff for event concessions/catering/reception coordination, as well as by producers and patrons inquiring as to the Ford catering options, menu availability and placing orders. The Concessionaire will ensure that all phone calls, messages, inquiries, and emails will be responded to in a timely manner and within 48 hours of placement. The Ford Box Office will send all audience projection estimates to the email address listed for the Point of Contact. Upon execution of this contract, the Concessionaire will also identify a Site Manager, who will oversee and manage the Concessionaire employees during operation of the Concession Area facilities, and provide the Ford Theatre Event Services Manager with Site Manager's business contact information.
2. The Concessionaire's Point of Contact and Site Manager will meet with the Ford Theatre's Event Services Manager each month to discuss operations, address areas of improvement, policies, and upcoming events.
3. Unless an exception is granted in writing by the Managing Director of the Ford Theatre, the Concessionaire will operate both the Upper Concessions Area and Bar Concessions Area for all events taking place at the John Anson Ford Theatres. Concessionaire will schedule adequate staff to ensure that customers at both Concession Areas are served in a manner consistent with the highest levels of customer service. The Concessions menus on display at each Concessions Area will accurately reflect the foods and beverages being sold at the specific location. Concessionaire will ensure that should the Concessions Areas run out of any menu item, the item will be marked "Sold Out" upon each publicly displayed menu.
4. Concessionaire will manage the distribution of pre-ordered box dinners and other menu items by designating a specific Concessions Area as a patron pick-up location for pre-orders. The designated area must be approved by the Managing Director of the Ford Theatres and must be adequately staffed to oversee order pick-ups in a timely and efficient manner.
5. In addition to operating the Upper Concessions Area and Bar Concessions Area, Concessionaire will make available at least one hot food item at each Ford Theatre event. Concessionaire will receive approval from the Managing Director as to the location of the hot meal station and will ensure that cash and credit card payments will be accepted at the agreed upon locations.
6. Concessionaire will make available Premium Box Dinners and a Value Meal (see "Menu" Section of this Exhibit B), for advanced purchase through the Ford Theatre ticketing Web site. Orders for Premium Box Dinner and Value Meal orders will be collected by the Ford Theatres Box Office and all orders will be communicated from Box

Office Staff to Concessionaire Point of Contact within 48 hours of the start time of each Ford Theatre event.

7. Concessionaire will coordinate with the Group Sales Manager and Event Services Manager to identify at least four events during which a special culturally specific meal option ("Special Meal") will be made available as a day-of purchase item, provided that the producer of the events approve the sale of a Special Meal at their event. Each Special Meal will be advertised on the Ford Theatres Web site and promoted by the Ford Theatres' Box Office staff.
8. Concessionaire will provide healthy menu options for all events at the Ford Theatre, including Saturday morning performances for families.
9. Concessionaire will ensure that food presentation at all events is professional and appealing, utilizing, when necessary, tablecloths, food trays, and other quality trade accoutrements and that Concessionaire staff during these events conduct themselves in a manner consistent with the highest standards of customer service.
10. Except where otherwise set forth, Concessionaire will be the exclusive caterer of the John Anson Ford Theatres. In light of this arrangement, Concessionaire will offer flexible menu and pricing options to Producers and Lessees of the John Anson Ford Theatres to accommodate a wide range of budgets. Producers and Lessees of the Ford Theatres will contact the Concessionaire Point of Contact as outlined above to request menu and pricing information. A Producer or Lessee of the Ford Theatre may engage another catering company for private receptions or utilize donated food according to the policy outlined in Exhibit C of this agreement, "Ford Theatre Concessions Policies," which may be reasonably amended at any time by the County within a reasonable timeframe.
11. Food and beverage sponsorships for Lessee produced events will be handled in accordance with the policy set forth in Exhibit C of this agreement, "Ford Theatre Concessions Policies," which may be reasonably amended at any time by the County within a reasonable timeframe.
12. The Ford Theatres reserves the right to utilize third party mobile catering trucks to provide food services during free-to-the-public weekday workshops, or other times during which the Concessionaire chooses not to operate the Concessions Areas.
13. The Concessionaire will be the exclusive caterer of all receptions taking place at the John Anson Ford Theatres, except in the case that a Producer elects to pay a buy-out fee to utilize a third party caterer as outlined in the attached Exhibit C. The buy-out fee will be paid by Producer to County and County will pay the full amount, less 15%, to the Concessionaire at the close of each month and/or the amount will be deducted from the monthly settlement payment from Concessionaire to County.

EXHIBIT C
Ford Theatre Concessions Policies

(This sheet will be provided to Ford Theatre Producers that request reception services or that plan to utilize food or beverage sponsorships for their event).

Diamond & Elias Restaurants, Inc. provides concessions, catering, and reception services for events held at the John Anson Ford Theatres. If you would like to request menu options, pricing, or have any questions regarding the following policies, please contact Chef Wayne Elias at at fordfood@gmail.com or 310-721-9143.

RECEPTIONS

A \$300 reception fee, payable to the County of Los Angeles, will be incurred for receptions held on the grounds of the Ford Theatre. Producers at the John Anson Ford Theatres wishing to hold a private reception in conjunction with their event have two options:

- 1) Producers may utilize Diamond & Elias Restaurants, Inc., the Ford Theatre's Concessions and Catering Service, to provide for their food, beverage, and reception service needs.
- 2) Producers may engage a third party caterer or self-cater their event by paying a Concessions buy-out fee. This fee will be \$500* for receptions with up to 500 guests and \$1,000* for receptions with over 500 guests.

* Buy-out fee includes \$300 reception fee.

All receptions serving alcohol (whether provided by Diamond & Elias Restaurants, Inc., the Producer, or an outside Sponsor) must be poured by Diamond & Elias Restaurants, Inc.-employed bartenders for liability purposes. The rate for bartenders is \$140 per bartender/server per 5 hours of labor. The provision of one bartender/server per 75 guests is recommended.

FOOD/BEVERAGE SPONSORSHIPS

If you plan to engage a food or beverage sponsor to aid in underwriting your event, the following policies apply:

- The Ford's Concessionaire will serve a sponsor's beer or wine for sale in the Concessions areas provided that:
 - The beer or wine stock must be available for purchase in glass bottles or aluminum cans (no kegs); and
 - Beer or wine is poured into plastic or cardboard (non-glass) cups for sale to patrons; and
 - The sponsor provides a guarantee to the Concessionaire that they will purchase back any unopened bottles of the sponsor's beer or wine within seven (7) days of the end of the event.
- Beverages (including beer, wine, and non-alcoholic beverages) may be given as samples during an event, provided that samples are no more than 4 ounces in volume. Whole servings or cans of sponsor beverages may not be distributed on the grounds of the John Anson Ford Theatre unless by the Concessionaire under the terms above.
- Non- alcohol beverage samples may be distributed after an event, outside the Ford Theatre gates.

EXHIBIT D- MENU

Food @ The Ford Theater

PIZZA: (upstairs only)

White Cheeses \$9.50

Smoked gouda, goat cheese, parmesan, fresh mozzarella

Pepperoni \$9.50

Sliced pepperoni, mozzarella, marinara sauce, fresh oregano

PANINI: (upstairs only)

(warm grilled sandwiches served with chips)

Cubano \$9.75

Smoked ham, house pickles, mustard aioli, provolone

Grilled Cheese \$9

Havarti cheese, tomato, basil, honey

SANDWICHES: (upstairs and downstairs)

Roasted Smoked Turkey \$9.75

Avocado, bacon, swiss cheese & herb aioli

Angus Roast Beef \$9.75

Boursin spread, alfalfa, roasted red peppers, shallot marmalade

Cold Meatloaf \$9.75

Ginger Ketchup, basil, cheddar cheese on a French Bsguette

HOT FAVORITES: (upstairs and downstairs)

Hot Dogs \$4

Turkey Chili Dog \$5

Turkey Chili with onions and cheese \$6

Food @ The Ford Theater

COLD SALAD PLATES: (upstairs & downstairs)

Cold Poached Salmon \$12

Lemon – capers aioli, orzo and vegetable salad

Summer Ford Beef Salad \$12

Green grapes, celery, jicama, green onions, fresh herbs and lemon aioli dressing

Fusilli Pasta & Grilled Chicken Salad \$11

arugula, artichokes, kalamata olives, feta cheese, creamy oregano dressing

“FORD” Cobb Salad \$11

Turkey, roasted beef, blue cheese, green onion, tomato, avocado, bacon, herb – lemon vinaigrette

Greenmarket Salad \$8

Local greens, shaved watermelon radish, sunflower sprouts, macadamia, citrus – avocado dressing

Mediterranean Plate \$10

Tabouleh, tomato, cucumber, hummus, artichokes, feta cheese, pita bread

SNACKS: (upstairs and downstairs)

Ice Cream \$4.50

Candy \$4

Cracker Jacks \$4

House – Made Desserts \$5.50

Cookies \$2.50

Assorted Chips \$2.25

Popcorn Reg \$4.75

Popcorn Lrg \$5.75

Nachos \$5.00

Food @ The Ford Theater

BEVERAGES:

cold:

Coke, Diet Coke, Sprite, Pink Lemonade, Iced Tea Sm 4.25 Lrg 5.00

Tropicana Juices 4

Bottled Water \$4

hot:

Hot Chocolate \$3.00

Coffee Reg or Decaf TEA \$3.00

Cappucino (Mocha, French Vanilla) \$4.00

Draft Beer:

Budweiser, Bud Lite 14oz 7.00

Budweiser, Bud Lite 20oz \$8.00

Heineken 21oz \$9.00

Wine:

Mumms Napa Sparkling NV \$12

Sebastiani Sonoma Chardonnay Gl 8 Btl 28

Rodney Strong Sonoma Chardonnay Gl 9 Btl 32

Sterling Pinot Grigio Gl 9 Btl 32

Firestone Sauvignon Blanc Gl 8 Btl 28

Beringer White Zinfandel Gl 8 Btl 24

BV Century Cellars Merlot Gl 9 Btl 32

Row Eleven Pinot Noir GL 11 Btl 38

Wall Cabernet Gl10 Btl 32.00

Food @ The Ford Theater

CATERING MENU

HORS D' OUEVRES LIST

HOT

KOREAN BBQ FILET MIGNON WITH BBQ HOISIN SAUCE WITH CILANTRO AND GREEN ONIONS
ROSEMARY-BALSAMIC FILET MIGNON SKEWERES WITH CABERNET DIP
BAKED WILD MUSHROOM BEGGARS PURSES WITH CHEVRE DIP
CHICKEN ROULADE ON HERB CROUTON WITH PESTO MAYO, BRIOCHE CROUTON
BABY NEW ZEALAND BABY LAMB CHOPS WITH MINT SAUCE
MINI DUNGENESS CRAB CAKES WITH CHIPOTLE DIP
MINI KOBE SLIDERS WITH GINGER KETCHUP, CARMELIZED ONIONS
MINI TURKEY BURGERS WITH BRIE, DIJONNAISE
SWEET CORN POTATO PANCAKES WITH CRÈME FRAICHE AND CAVIAR
SKEWERED HERB CRUSTED SHRIMP WITH FRESH GARDEN MINT PESTO
GRILLED CHEESE FINGER SANDWICHES, DUCK PROSCIUTTO, SMOKED GOUDA, FRISEE, &
CARMELIZED ONIONS
GRILLED CHEESE FINGER SANDWICHES, FIG JAM, FONTINA, ESCAROLE
PIZZETTES WITH WILD MUSHROOMS, WHITE TRUFFLE OIL
SKEWERED WALNUT CHICKEN WITH MANGO CHUTNEY
GRILLED CHEESE FINGER SANDWICHES WITH RAISIN BREAD, MARSCAPONE, GORGONZOLA , &
BOSC PEARS
BAKED BRIE AND PEAR AND ALMOND IN PHYLLO
LAVENDER-WALNUT CRUSTED CHICKEN WITH HONEY AIOLI
MINI TUNA BURGERS, LEMON GRASS AIOLI, SPINACH
MINI DUCK SPRING ROLLS WITH HOISIN DIP
ROAST PORK LOIN, POTATO RAFT, RAISIN GINGER CHUTNEY
MINI REUBEN SANDWICHES
MINI MUFFELATA SANDWICHES
(new orlean style grilled finger sandwiches with genoa salami, provolone & olive spread)
MINI CONEY ISLAND CHICKEN CORN DOGS WITH SPICY BROWN MUSTARD

Food @ The Ford Theater

HORS D' OUEVRES LIST

COLD

PERSIMON, SERRANO HAM, BASIL –SEASONAL
ARTESAN ROLLS WITH SMOKED TURKEY, SWISS, ROASTED RED PEPPERS
RADICCHIO CUPS WITH CURRY CHICKEN SALAD
BROCHETTES WITH CHERRY TOMATO, BUFFALO MOZZARELLA, BASIL DRIZZLED WITH XV
OLIVE OIL, BALSAMIC
CIABATTINA ROLLS, RARE ROAST TRI TIP WITH HORSERADISH CREAM, ARUGULA
SMOKED SALMON LOGS WITH CREAM CHEESE, CAPERS, DILL
SPICY TUNA AVOCADO ROLLS WITH WASABI AND PONZU
BAKED BRIE EN CROUTE WITH PEAR AND BROWN SUGAR/ SLICED BAGUETTES AND
GOURMET CRACKERS
ROSEMARY ROLLS, SMOKED ROAST TURKEY, ROASTED RED PEPPERS, SWISS, PESTO
MAYO
BRIOCHE CROUTON WITH RARE FILET MIGNON AND ROASTED CHERRY TOMATO GARLIC
AND ARUGULA
LAVENDER-WALNUT CRUSTED CHICKEN WITH HONEY AIOLI
CORRIANDER CRUSTED SEA SCALLOPES, ENGLISH CUCUMBER HOISIN SAUCE
MINI GOCHERE STUFFED WITH CHICKEN TARRAGON SALAD
BAKED GOAT CHEESE, ROMA TOMATO , BASIL TARTS
CHILLED SHRIMP WRAPPED WITH PROSCUITTO AND ARUGULA
TUNA TARTARE, WONTON CHIP, ASIAN AIOLI, MICRO GREENS
RED BELGIAN ENDIVE, GOAT CHEESE, CANDIED PECAN, PORT WINE SYRUP
SESAME WON TON CHIP, TUNA TARTARE, ASIAN AIOLI, MICRO GREENS

Food @ The Ford Theater

MINI SWEETS

CHOCOLATE MAPLE PECAN TARTS
PUMPKIN BREAD PUDDING WITH CREAM CHEESE
CHOCOLATE GANACHE TARTS
MINI MACADAMIAN HEART COOKIES DIPPED IN CHOCOLATE
MINI TIRAMISU CUPS WITH ESPRESSO BEAN TOPPING
MINI LEMON CURD SHORTBREAD BARS
MINI FRESH FRUIT JEWEL TARTS
CAPPUCCINO BROWNIES
ESPRESSO BROWNIES
CHOCOLATE RASPBERRY SHORTBREAD BARS
MINI NY CHEESECAKE WITH CHOCOLATE CURLS
MINI PUMPKIN CHEESECAKE WITH WHIPPED CREAM
MOCHA CHOCOLATE BOATS
ORANGE TRUFFLE TARTS WITH CANDIED ORANGE
RASPBERRY-LEMON CRÈME BRULÉE
ORANGE-CRANBERRY PISTACHIO STARS
MINI RED VELVET CUPCAKES
MINI RASPBERRY CRÈME BRULÉE TARTS
MANGO COBBLER TARTS
MINI GUAVA TARTS
MILK CHOCOLATE CHESTNUT MOUSSE SANDWICH DUSTED, COCOA POWDER
CARMELIZED BANANA AND PEANUT BUTTER TARTS
MINT CHOCOLATE GANACHE TARTS
MINI CARROT CAKES
MACADAMIA AND LIME TARTS
ALMOND MACAROONS WITH CHOCOLATE GANACHE FILLING
SWEET PLANTAIN TARTS WITH CUSTARD FILLING

IMPORTED AND DOMESTIC CHEESES, DRIED FRUITS, NUTS, FRESH BERRIES, GOURMET
CRACKERS
\$4 PER PERSON

DOMESTIC CHEESES WITH GOURMET CRACKERS \$3 PER PERSON

SEASONAL CRUDITE WITH HOMEMADE HUMMUS \$4 PER PERSON

FRESH FRUIT OF THE SEASON WITH HONEY YOGURT DIP \$4 PER PERSON

Food @ The Ford Theater

FOOD COST

**SAVORY ARE \$30 PER DOZEN
SWEETS ARE \$26 PER DOZEN**

LABOR AND MISC COSTS

**LABOR IS \$140 FOR EACH SERVER AND BARTENDER FOR 5 HOURS
PARTY MANAGERS ARE \$50 AN HOUR FOR 5 HOUR MINIMUM
CHEFS ARE \$50 AN HOUR FOR 5 HOUR MINIMUM**

**THERE IS A 20% OPERATIONAL CHARGE ON ALL FOOD AND BEVERAGES 9.75% TAX ON
EVERYTHING**

Hors d' oeuvres packages- Tray Passed

\$15 per person

7 pieces per person-

\$20 per person

10 pieces per person

\$25 per person

13 pieces per person

Most of our Hors d' oeuvres can be displayed for buffet service also.

Food @ The Ford Theater

Lunch Buffets

\$15 per person

Cold Lunch Buffet

Cold Poached Atlantic Salmon with Mustard dill sauce

Chilled Grilled Chicken Breast with Tomato-Olive Confetti

Mixed field greens, Apples, Walnuts, Crumble Blue Cheese, Balsamic dressing

Dill Horseradish Potato salad

Artesan Rolls and Sweet Butter

Chocolate Chip Cookies and Brownies, Lemon Bars

Hot Lunch Buffet

\$20 per person

Live Butter lettuce Wedge with Creamy Blue Cheese dressing, Croutons, Grape tomatoes

Quinoa Salad with Sun dried tomatoes, basil, Champagne vinaigrette

Stuffed Chicken Breast with Mushrooms, Italian parsley, sage, manchego cheese

Mediterranean Seabass with Kalamata Olives, Tomatoes, capers

Grilled Vegetables of the Season with Fresh herbs, XV Olive Oil, balsamic

Artesan Rolls, Sweet Butter, Hummus

Assorted Mini Sweets

Food @ The Ford Theater

Lunch Buffets continued

\$25 per person

Avocado, Papaya, Shrimp salad with mustard Vinaigrette over mixed field greens

Israeli Cous-Cous Salad with Fresh Basil, Dried Cherries, Lemon, XV Olive Oil

Grilled Chicken Breast with Pomegranate, Grapefruit Relish

Braised Kosher Short Ribs with cabernet Hunter sauce and Mushrooms

Horseradish Mashed Potatoes

Artesan Rolls, Hummus, Sweet Butter

Mini Crème Brulee, Fresh Fruit Jewel Tarts, Lemon Meringue Tarts

Dinner Buffets

\$25 per person

Arugula, Radicchio, Pears, Candied Walnuts, Cranberry raisins, Red Wine Vinaigrette

Ford Theatre Seafood Salad with Shrimp, Calamari, Crab, Scallops, cilantro –lime dressing

Grilled Sliced Honey Soy Ginger marinated London Broil

Grilled Herb- Lemon Chicken Breast with Mango-Pineapple Salsa

Scalloped Potatoes Dauphinois with Mozzarella and Parmesan cheese

Artesan Rolls with Sweet Butter and Hummus

Chocolate Chunky Layer Cake and Key Lime Pie with Fresh Whipped Chantilly Cream

Food @ The Ford Theater

Dinner Buffets continued

\$40 per person

Red Belgian Endive, Frisee, Asparagus, Crispy Apple bacon, Oranges, Dijon Sherry Vinaigrette

Beefsteak Tomato, Mango Salad Stack with Basil, Red French dressing, Micro greens

Grilled Petite Filet Mignon with Port Wine Demi Glace, Fresh Thyme, Sun Dried Tomatoes

Ricotta Cheese Mashed Yukon Potatoes

Baby Carrots, Zucchini, Brussel Sprouts

Artesan Rolls, Flat Bread, Hummus, Green and Black Olive Topenade

Flourless Chocolate Cake with Espresso Whipped Cream, Macadamia heart Cookies Dipped in Dark Belgium Chocolate

Theme menus

Tex Mex Fiesta Feast

Corn taco shells, flour tortillas, shredded machaka beef, shredded tequila lime chicken, lettuce, diced tomato, cheddar cheese, pico de gallo , guacamole, jalapeño peppers, Spanish rice, pinto beans, & Tres leche cake

Ribs n Bibs feast

Barbecued Baby Back pork ribs espresso bbq sauce, dill potato salad, barbeque baked beans, potato, dinner rolls and corn muffins with honey butter, chocolate dipped pecan diamonds, baked apple pie

Picnic Grill

Bratwurst sausages, beef hot dogs, Kobe Burgers, buns, sauerkraut, Southern coleslaw, Pasta Primavera salad, barbeque baked beans, S'mores, Warm Peach Cobbler

Concert Favorites

Pecan Crusted Chicken breast with Honey Cognac sauce, Italian sausages with sauté bell peppers, mushrooms, sweet onions, condiments, buns, roasted potatoes with garlic and herbs, blondies, brownies, & Apple Crumble